

1994-1995 EMPLOYMENT CONTRACT

BETWEEN

THE MAYOR AND COUNCIL OF
THE BOROUGH OF FRANKLIN

AND

THE PUBLIC WORKS EMPLOYEES
OF THE BOROUGH OF FRANKLIN

PREAMBLE *ST*

This agreement entered into this 31 day of May, 1994, for the period commencing January 1, 1994 through December 31, 1995, by and between the Borough of Franklin, in the County of Sussex, State of New Jersey, hereinafter called the "Borough" and the Borough of Franklin Public Works Department, hereinafter called the "Association", the authorized and recognized bargaining unit for the non-managerial members of the Public Works Department of the Borough of Franklin, represents the complete and final understanding of all bargainable issues between the Borough and the Association.

ARTICLE I

RECOGNITION

The Borough hereby recognizes the Association as the sole and exclusive negotiation unit for all the Public Works employees of a non-managerial status in the Borough. This agreement shall govern all wages and working conditions for the members of the Borough of Franklin Public Works Department.

For purposes of "seniority" scheduling, the following list shall be utilized:

<u>EMPLOYEE</u>	<u>HIRE DATE</u>
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General Laborers:

Allen W. Space	2/01/70
Ernest P. Babcock	4/06/70
John Kish	11/28/78
Stephen Heller	4/08/85
Thomas Garrera	6/10/85
Thomas Conklin	7/01/85
James Van Tassel	1/06/86

Mechanic/Laborer

John Rome	11/02/87
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Custodial/Laborer

Cindy Space	10/20/80
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ARTICLE II

EMPLOYEE'S RIGHTS

- A. The Association or any member shall have the right to take a grievance on any issue involving his working conditions, employment, promotion and infringement of rights arising under this agreement.
- B. All grievance matters will be taken up by the Public Works Department Representatives and the grievant on the member's day off unless the Borough insists that said meeting be held during the member's work day. If the meeting is scheduled for the member's work day or representative's work day, the time off will be granted at no charge to the member.
- C. Under no circumstances will a member be required to undertake a Polygraph test in conjunction with any aspect of his employment.
- D. The employment of any member in his position for a period of three (3) continuous years shall thereafter entitle the member to renewed employment during good behavior and efficiency, and such members shall not be dismissed or reduced in compensation except for inefficiency, incapacity or other just cause and then only upon a hearing as prescribed in "Article X" hereunder. If a member, having attained three (3) continuous years of service in his position is thereafter promoted to another position within his department not covered by this agreement, then such member's prior employment shall not entitle him to renewed employment in his new position until he shall have completed two (2) additional years employment in the new position. Nothing contained herein, however shall operate to divest such member of any rights previously held by him in his former position, and in the event employment in such new position is terminated he shall be returned to his former position at the salary to which he would have been entitled had the transfer or promotion not occurred together with any increase to which he would have been entitled during the period of such transfer or promotion.

ARTICLE III: SALARIES AND WAGES

Step Guide Definition:

Grade III: Refers to a public works laborer who is qualified to perform most functions of a public works employee in the Roads Division and/or the Water/Sewer Division.

Grade II: Refers to a public works laborer who is qualified to perform all functions of a public works employee in both the Roads Division and the Water/Sewer Division.

Grade I: Refers to a public works laborer who is qualified to perform all functions of a public works employee in both the Roads Division and the Water/Sewer Division, and who has completed wastewater treatment courses and obtained the title "Licensed Operator (T2)".

There is no automatic progression of an employee from any Grade to any higher grade. Progression from one grade level to the next shall be done through recommendation of the Supervisor to the Board of Public Works, for endorsement to the governing body.

PUBLIC WORKS DEPARTMENT

General Laborers:

	<u>1994</u>	<u>1995</u>
Grade I	\$15.85/hr	\$16.52/hr
Grade II	\$14.85/hr	\$15.48/hr
Grade III	\$13.63/hr	\$14.21/hr

Custodian

<u>1994</u>	<u>1995</u>
\$10.32/hr	\$10.76/hr

ARTICLE IV

LONGEVITY

- A. A longevity program based upon the members length of continuous and uninterrupted service with the Borough shall be provided annually on the following conditions for each year of this agreement:

January 1st, after the fifth year of service:	2.0%
January 1st, after the tenth year of service:	3.5%
January 1st, after the fifteenth year of service:	5.0%
January 1st, after the twentieth year of service:	6.5%
January 1st, after the twenty-fifth year of service:	8.0%

- B. Longevity shall be computed on base pay, and shall date from the members original date of hire so the anniversary date of the member shall be operative in determining what, if any longevity payment is to be made on the succeeding year.
- C. Longevity shall be paid in two payments.

ARTICLE V

HOURS, OVERTIME AND CALL OUT

- A. A work week will be forty (40) hours per week, based on and approved as determined by management.
- B. Overtime will be compensated at a rate of time and one half. Members will be utilized initially in the event that overtime is required, and before utilization of any outside employment.
- C. When off duty employee is called out for the purpose of general or emergency duty, the Borough agrees to pay a minimum of four (4) hours of unscheduled call out time, at a rate of time and one half.
- D. In the event that an off duty employee is called out on a holiday, the call out rate shall be paid at double time and one half. The Borough agrees to pay a minimum of four (4) hours of unscheduled call out time.
- E. In the event an employee is scheduled to work on a holiday, he will receive compensation at the rate of double time.

ARTICLE VI

MEAL AND CLOTHING ALLOWANCE

- A. The Association members shall be granted a minimum of seven dollars (\$7.00) meal allowance after three (3) hours of overtime in any emergency call out, when approved by his Supervisor.
- B. Each Association member shall receive a uniform allowance of five hundred and fifty dollars (\$550.00) except the Borough Custodian who shall receive three hundred dollars (\$300.00), with the understanding that all items shall be purchased by voucher, and shall be used for purchase of uniforms and/or safety items which have been approved by the Borough.

ARTICLE VII

COMPENSATION DAYS

- A. HOLIDAYS The Association members shall be granted thirteen (13) holidays for each calendar year of this contract. The official holidays are:

New Years Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, Martin Luther King's Birthday, Member's Birthday.

In addition, December 24th of any calendar year shall be one-half of a work day when December 24th falls on a Monday through Thursday. Employees shall receive straight-time pay for four hours, in this instance.

- B. PERSONAL DAYS Association Members shall receive three (3) personal days off per year. Personal days shall be compensated subject to the following conditions:

1. Said compensation dates may be taken by the member the day immediately before or the day immediately following a holiday or vacation leave.
2. Notification of seven (7) days prior to leave must be given to the employee's immediate Supervisor in writing except in the case of emergency, e.g., child birth, emergency operations performed on a member's spouse, etc., in the event of which the notice requirement shall be waived.

C. SICK DAYS Association Members shall be granted ten (10) days sick leave per year, with a limited right to accumulation of said leave of one hundred fifty (150) days, with a buy back of only seventy-five (75) days providing retirement is under the statutory Public Employees Retirement System retirement procedures. The maximum buy-back per day shall not exceed Fifty dollars (\$50.00) per day and shall not exceed more than Three thousand seven hundred and fifty dollars (\$3,750.00) for sick days accumulated.

D. EMERGENCY LEAVE

In the case of death of a near relative, time off up to a maximum of four (4) consecutive calendar days will be granted without loss of basic straight-time wages. In any event the day following burial shall be the final day of such leave.

"Near Relatives" consist of husband, wife, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, or any other relative residing in the home of the employee.

In the event of the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, a maximum of one (1) day to attend funeral services shall be granted without loss of basic straight-time wages.

Reasonable verification of the events may be requested by the Borough.

E. VACATION DAYS Association members shall be granted vacation with pay subject to the following conditions:

Years of Service

Vacation to be Received

1 through 5 years	10 days
6 through 15 years	15 days
16 through 25 years	20 days
over 25 years	25 days

1. Request for vacation leave must be made by the member to his immediate Supervisor at least three (3) weeks prior to the requested leave time and approval or disapproval in writing, is to be made by the Supervisor within five (5) days of the request.
2. If an official holiday occurs during a member's authorized vacation, he will be entitled to an additional vacation day in lieu of the Holiday.

ARTICLE VIII

INSURANCE

- A. The Borough agrees to provide to the Association Member Blue Cross/Blue Shield and Major Medical Benefits pursuant to the plan in which they are enrolled, in changing plans or carriers the Borough cannot substantially change the existing benefits received by the Association.
- B. A Dental Plan shall be provided to the Employees. This dental plan shall provide for coverage under Delta Dental Insurance Program #4 of Proposal #9A55, or an equivalent level of coverage under an alternate plan should the Borough find it necessary to change insurance carriers.
- C. The Borough agrees to provide a prescription plan to the Association members. This plan will provide for, at most, a two dollar co-pay arrangement for employee prescriptions.
- D. The Borough shall provide disability insurance for the benefit of the Association members under the present plan providing the equivalent to sixty-six and two-thirds ($66\frac{2}{3}\%$) percent of the weekly earnings of each Member for a six (6) month maximum time period of coverage.
- E. The Borough shall maintain adequate and prudent insurance to claims against a member arising out of and/or within the scope of his employment.
- F. The Borough shall provide safety prescription eyewear for employees who wear eyeglasses, with the understanding that the employee shall pay for the prescription, and the Borough shall provide the eyewear from the Borough-approved brochure/catalog.

ARTICLE IX

PENSIONS

- A. The Borough's existing public employee's retirement plan provided by the statutes of the State of New Jersey shall remain in effect.

ARTICLE X

GRIEVANCES

- A. Whenever a member has a grievance, he shall first present it verbally to his immediate Supervisor. It shall be the responsibility of the immediate Supervisor to arrange a mutually satisfactory settlement of the grievance as quickly as possible, if he can and his opinion should be made within the discretion permitted him. The immediate Supervisor shall either conclude a mutually satisfactory solution of the grievance within forty-eight (48) hours of the time it was presented, or failing in that, shall within that time advise the member of his inability to do so.
- B. When a member is informed by his immediate Supervisor that he is unable, within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the member shall, if he wishes to present the grievance to a higher authority, do so in the following manner: The member shall prepare the grievance in writing, the grievance shall be stated as completely and as clearly as possible in order to permit prompt and effective disposition. Two (2) copies of the grievance shall be presented to the Supervisor of the Road Department. The Supervisor shall thereupon report the facts and events which led up to its presentation in writing including in his report any verbal answer he may have previously given to the member concerning this grievance. The Supervisor shall within two (2) days after receipt of the written grievance present it, with such other information as may be required from him, to the Maintenance Committee of the Borough of Franklin. The Committee shall attempt to review said written reports and confer with the parties involved in the grievance informally to the extent as they may deem appropriate and shall endeavor to resolve the grievance within two working days, and shall notify the parties of their determination. If the grievance is not satisfied with such determination the Supervisor shall process the grievance in the following manner:
- C. Copies of the grievance report submitted by the member and the report submitted by the Supervisor of the Department shall be delivered to the Borough Clerk within two working days after it has been determined that the grievance has not been resolved.

- D. The Borough Clerk shall distribute copies of said report to each member of the Council and to the Mayor, who shall conduct a hearing to determine the matter within ten (10) working days after receipt of such grievance reports. Said hearing shall be conducted in an informal manner and a record of said hearing be maintained by a tape recording at the request of any party, or the Mayor and Council. A copy of the transcript of such tape recording shall be supplied to any grievant who is not satisfied with the decision of the Borough Council.

The grievant shall have the right to have the assistance at such hearing of an attorney or a representative of the Road and Sanitation Department. The Borough Council shall decide all grievances within thirty (30) days after the conclusion of the hearing thereon.

- E. All grievances shall be brought by the grievant within thirty (30) days after the grievance arises or shall be deemed to be waived and all appeals therefrom shall be brought within ten (10) days after the decision from which appeal is sought or shall be determined to have been waived, all rights and remedies of the grievant at law or otherwise shall be preserved notwithstanding the determination of the grievance in accordance with the procedures herein provided.
- P. Since it is intended that grievances shall be settled without the necessity of a hearing between the Mayor and Council, no grievance shall be heard or considered by the Mayor and Council which have not first been processed through the steps provided above.
- G. No papers and documents relating to the grievance and its disposition shall be placed in to the employee's personnel history file.

ARTICLE XI

SCHOOL REIMBURSEMENT

Every effort will be made to assure that each member will be given an equal opportunity by management to attend any schooling related to his job and recommended by management.

ARTICLE XII

EFFECTIVE DATE

The terms of this agreement shall be for the period commencing January 1, 1994 and ending December 31, 1995. However, the terms of this agreement shall remain in full effect until a new agreement is reached, upon expiration of this agreement.

BOROUGH OF FRANKLIN, NEW JERSEY

By: Richard Durina
Richard Durina, Mayor
Borough of Franklin

ATTEST:

James R. Doherty
James R. Doherty, Clerk
Borough of Franklin

Borough of Franklin
Public Works Department

Allen W. Space
ALLEN W. SPACE
Grade II Laborer

Cindy Space
CINDY SPACE
Custodian

Ernest P. Babcock
ERNEST P. BABCOCK
Grade II Laborer

John Kish
JOHN KISH
Grade I Laborer

Thomas Conklin
THOMAS CONKLIN
Grade II Laborer

Thomas L. Garrera
THOMAS GARRERA
Grade I Laborer

John Rome
JOHN ROME
Grade II Mechanic/Laborer

Stephen Heller
STEPHEN HELLER
Grade II Laborer

James Van Tassell
JAMES VAN TASSELL
Grade III Laborer